



## HOST AGREEMENT

Between

FÉDÉRATION EQUESTRE INTERNATIONALE (FEI)

and

ORGANISER

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for the hosting and management of the  
"FEI [geographical denomination] + [discipline] +  
Championship(s) + category + year + venue + country  
code"

(the "Agreement")

**Table of Contents**

**ARTICLE 1 Grant of Organisation Rights..... 3**  
**ARTICLE 2 Obligations of the Organiser ..... 3**  
**ARTICLE 3 Insurance..... 3**  
**ARTICLE 4 Hosting Fee and Organising Dues..... 4**  
**ARTICLE 5 Organiser’s Warranties and Indemnification ..... 4**  
**ARTICLE 6 FEI’s Warranties and Indemnification ..... 4**  
**ARTICLE 7 Term and Termination..... 4**  
**ARTICLE 8 Confidentiality..... 5**  
**ARTICLE 9 Force Majeure ..... 5**  
**ARTICLE 10 Governing Law and Arbitration ..... 6**  
**ARTICLE 11 Miscellaneous..... 6**  
**Annex 1**

**This Host Agreement is between:**

- (i) Fédération Equestre Internationale, a not-for-profit association within the meaning of articles 60 and ff of the Swiss Civil Code and having its principal office at HM King Hussein I Building, Chemin de la Joliette 8, 1006, LAUSANNE, Switzerland (hereinafter the "**FEI**");
- (ii) Organiser contact details;
- (iii) National Federation contact details, acting as guarantor of Organiser's financial obligations to the FEI hereunder (hereinafter the "**NF**").

Each of the parties 1, 2 and 3 will be referred to hereinafter as a "**Party**" and together as the "**Parties**". Party 3 hereby agrees to substitute itself for Party 2 in the event Party 2 is unable to meet its financial obligations hereunder.

**Whereas:**

- (i) This Host Agreement (including the Annexe(s)) constitute the basis of the allocation.
- (ii) The provisions laid down in the Host Agreement cover the minimum requirements to be met by the Organiser. Some provisions may be adjusted and/or modified by the FEI in the course of the Championship preparations. The FEI acting reasonably and in good faith.
- (iii) The Organiser and the NF, when relevant, must sign the Host Agreement. Without their signature the bid will not be considered for allocation by the FEI Bureau.
- (iv) The validity of the Host Agreement is subject to the decision on the official allocation of the Championship by the FEI Bureau and the subsequent signature of the Agreement by the FEI.

Now therefore, the Parties have agreed as follows:

## ARTICLE . 1 Grant of Organisation Rights

The FEI hereby grants the Organiser the rights to organise and conduct the FEI Championship (hereinafter the "**Championship(s)**") to be held in **VENUE (COUNTRY)** on a date to be approved by the FEI and pursuant to the terms and conditions set forth in this Agreement.

The Event (namely all competitions/classes that are organised during the complete meeting/show by the Organiser) shall be organised and conducted at the sole risk and under the full and exclusive responsibility and liability of the Organiser, including, but not limited to, all legal and administrative obligations and all liability whether contractual or extra-contractual to third parties including but not limited to all participants, teams, officials (whether appointed by the FEI or the Organiser), employees, contractors, agents, members of the public and all authorities whether national or local.

## ARTICLE . 2 Obligations of the Organiser

The Organiser undertakes to comply with the provisions set forth in Annex 1.

## ARTICLE . 3 Insurance

The Organiser shall purchase and/or maintain insurance policies covering, at a minimum:

- (i) Third Party Liability
- (ii) Legal protection against payment for damages
- (iii) Spectator insurance

The Organiser shall guarantee that such insurance policies provide for sufficient coverage and include FEI and FEI's agents and officials insured.

At the request of the FEI, the Organiser shall provide certifies copies of insurance policies that comply with the requirements above and evidence of the due and punctual payment of the insurance premiums.

## ARTICLE . 4 Hosting Fee and Organising Dues

The FEI shall grant to the Organiser the rights to organise and conduct the Championship without levying any hosting fee.

The Organiser shall pay the regular FEI financial charges as provided under the FEI Statutes and General Regulations. Such charges shall be payable after the Championship after receipt of an invoice from the FEI.

All payments must be made to the FEI to the credit of Account N° specified on the invoice issued by the FEI.

## ARTICLE . 5 Organiser's Warranties and Indemnification

The Organiser hereby warrants, undertakes and agrees that:

- (i) It shall fully and expeditiously perform and discharge each of its obligations under and/or pursuant to this Agreement;
- (ii) It shall comply with all applicable laws, ordinances and regulations governing the Event;
- (iii) It shall indemnify FEI from and against all claims, costs and proceedings whatsoever arising directly or as a reasonably foreseeable consequence of any material breach by the Organiser of any terms contained in this Agreement or implied by law.

## ARTICLE . 6 FEI's Warranties and Indemnification

The FEI hereby warrants, undertakes and agrees that:

- (i) It shall fully and expeditiously perform and discharge each of its obligations under and/or pursuant to this Agreement;
- (ii) It shall comply with all applicable laws, ordinances and regulations governing the Event;
- (iii) It shall indemnify the Organiser from and against all claims, costs and proceedings whatsoever arising directly or as a reasonably foreseeable consequence of any material breach by the FEI of any terms contained in this Agreement or implied by law.

The FEI's liability for any claims arising out of this Agreement will in any event not exceed the aggregate amount represented by the applicable organising dues, except in the event of gross negligence or wilful misconduct by the FEI.

## ARTICLE . 7 Term and Termination

This Agreement is valid for the duration of the Event.

Without prejudice to its other rights, the FEI shall be entitled to terminate this Agreement immediately by providing written notice thereof to the Organiser under any of the following conditions:

- (i) The country where the Organiser is located finds itself, at any time after the date of this Agreement, in a state of war or civil disorder or any other situation where FEI considers in its sole discretion that the safety and security of the Championship is not guaranteed;
- (ii) FEI is of the opinion, at its sole discretion, that the Championship is not properly organised or cannot be conducted in accordance with the provisions of this Agreement and its Schedules/Annexes, provided however that if such termination notice is sent more than twenty-five (25) days before the date of the Championship, the Organiser shall be given the opportunity to remedy the situation within five (5) days from the receipt of such

- notice. If such termination notice is sent less than twenty-five (25) days before the date of the Championship, the termination shall become effective immediately;
- (iii) The Organiser enters into liquidation or dissolution otherwise than for the purpose of a solvent amalgamation or reconstruction, save in circumstances which are approved by the FEI;
  - (iv) The Organiser ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertakings, enters into any composition or arrangement with its creditor or takes or suffers any similar action in consequence of a debt or other liability;
  - (v) The Organiser fails to timely pay any sum due to the FEI, and such failure continues for a further period of five (5) days after receipt of such failure;
  - (vi) The Organiser is in breach of a material provision of this Agreement and such breach is not cured within fifteen (15) days from the notice thereof;
  - (vii) The Organiser fails to deliver any of the deliverables as described in this Agreement, including without limitation to all Annexes and/or the sports criteria are not fulfilled; or,
  - (viii) The Title Sponsorship Agreement between the FEI and the title sponsor of the Championship (if any) is terminated for any reason;
  - (ix) The Organiser and/or the NF engages in any conduct or behaviour which would have a material unfavourable effect upon the good name, goodwill, reputation or image of the FEI and/or Title Sponsor. The Parties agree that any breach of this clause shall be considered a material breach of this Agreement.

The Organiser shall be entitled to terminate this Agreement if the FEI is in breach of a material provision of this Agreement and such breach is not cured within fifteen (15) days from the notice thereof.

Upon the expiry or termination of this Agreement, all rights granted or licensed to the Organiser hereunder, such as broadcasting rights, commercial rights and organisation rights shall immediately, automatically and unconditionally revert to the FEI.

The expiry or termination of this Agreement shall be without prejudice to any rights or claims of the Parties, which accrued prior to the date of such expiry or termination.

## ARTICLE . 8 Confidentiality

None of the Parties hereto shall disclose the terms of this Agreement, financial or otherwise, without the prior written approval of the others and shall keep such terms confidential except that; (i) each Party may disclose the existence of this Agreement; (ii) each Party may disclose the terms of this Agreement as may be required by law; (iii) each Party may disclose such terms to its employees, representatives or agents and in the case of the FEI, being an international sports federation, in accordance with its particular organisational requirements (including accountants and legal counsel) on a "need to know" basis, and; (iv) the FEI may disclose the terms of this Agreement to title sponsor, if any.

## ARTICLE . 9 Force Majeure

"Force Majeure Event" means, in relation to either Party, an event or circumstance beyond the reasonable control of that Party (the "Claiming Party") including, without limitation, strikes, lock-outs and other industrial disputes, riot, armed conflict, accident, disease, terrorism or fear of terrorism, adverse weather conditions, government or quasi governmental legislation, action or regulation, financial or exchange control legislation or regulation, and excluding:

- (i) In the case of the Organiser, any event or circumstances arising directly or indirectly as a result of any act or omission by the Organiser, its national federation or any person acting on its behalf; and
- (ii) In the case of the FEI, any event or circumstances arising directly or indirectly as a result of any act or omission by the FEI.

The Claiming Party shall not be deemed to be in breach of this Agreement or otherwise liable to the other Party for any delay in performance or any non-performance of any obligations other than payment obligations under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to a Force Majeure

Event provided that the Claiming Party has used reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement in any other way that is reasonably practicable.

If the Force Majeure Event in question prevails and precludes the Claiming Party from performing its material obligations under this Agreement for a continuous period in excess of four (4) months after the date on which it began, the non-Claiming Party may give notice to the Claiming Party terminating this Agreement. The notice to terminate must specify the termination date, which must be not less than thirty (30) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given this Agreement will terminate on the termination date set out in the notice. The Organiser shall not cancel, postpone or abandon the Championship (or any competition or other part thereof) without the FEI's prior written consent. If the Championship is cancelled or postponed such that it is intended to be held during or within six (6) months of expiry of the Term then the terms of this Agreement shall apply in respect of such rescheduled Championship and the Organiser shall (at the FEI's request) stage the Championship in accordance with this Agreement. If the Championship is not rescheduled to take place within such period then the FEI may decide (in its entire discretion) when and where and on what terms the Championship may take place.

The Organiser shall not cancel, postpone or abandon the Championship (or any competition or other part thereof) whether due to a Force Majeure Event or otherwise, without the FEI's prior written consent.

## ARTICLE . 10 Governing Law and Arbitration

Swiss law is applicable to this Agreement. All disputes arising from about this Agreement shall be decided by the Court of Arbitration for Sport in Lausanne, Switzerland, and be subject to its Code of Sports-Related Arbitration.

## ARTICLE . 11 Miscellaneous

This Agreement is the entire and sole agreement of the Parties hereto with respect to its subject matter. The provisions of this Agreement shall prevail in the event of conflict with any other documents unless the Parties agree in writing that a different document will prevail on a specific issue.

It may be modified or amended only by a written instrument executed by the Parties hereto.

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

The Parties cannot transfer or assign their rights issuing from this Agreement either in part or in entirety to third parties, without the express written permission of the other Party.

The determination that any provision of this Agreement is invalid, void or unenforceable shall not invalidate this Agreement. All provisions of this Agreement are inserted conditionally on their being considered legally valid and this Agreement shall be construed and performed in all respects as if any such invalid, void or unenforceable provision(s) were omitted insofar as the primary purpose of this Agreement is not frustrated.

This Agreement shall not result in either Party being the agent of the other, or create a partnership, joint venture or similar relationship between the Parties. In all respects, each Party shall act at all times as an independent contractor for all purposes of this Agreement.

All rights not expressly granted to the Organiser hereunder are thereby reserved to the FEI.

This Agreement has been written in the English language by express consent of the Parties hereto and all provisions of this Agreement shall be construed and interpreted in the English language.

Signed on behalf of the FEI:

Name: .....

Name: .....

Signature: .....

Signature: .....

Date: .....

Date: .....

Signed on behalf of the Organiser:

Signed on behalf of the NF:

Name: .....

Name: .....

Signature: .....

Signature: .....

Date: .....

Date: .....